G7

LASSEN COUNTY
Health and Social Services Department

☒ **HSS Administration**
☐ **Public Guardian**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8128

☐ **Grant and Loans Division**
1400 Chestnut Street, Ste. C
Susanville, CA 96130
(530) 251-8309

☐ **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251-8108/8112

Brashear Annex
700 Brashear Street
Susanville, CA 96130
(530) 251-8112

☐ **Patients' Rights Advocate**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8322

☐ **Public Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183

☐ **Environmental Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183

☐ **Community Social Services**
1400 Chestnut Street, Ste A
Susanville, CA 96130

LassenWORKS
Business & Career Network
PO Box 1359
1616 Chestnut Street
Susanville, CA 96130
(530) 251-8152

Child & Family Services
1600 Chestnut Street
Susanville, CA 96130
(530) 251-8277

Adult Services
PO Box 429
1400 Chestnut Street, Ste B
Susanville, CA 96130
(530) 251-8158

☐ **HSS Fiscal**
PO Box 1180
Susanville, CA 96130
(530)251-2614

Date: June 21, 2022

To: Chris Gallagher, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health and Social Services

Subject: Health and Social Services Agreements to include the following Contractors: Amendment A01 to Contract #21-10011 between the Department of Health Care Services and County of Lassen for County Based Medi-Cal Administrative Activities (CMAA) for Fiscal Year 2021/2024.

Background:

Medicaid Title XIX Federal Financial Participation (FFP) is available to organizations to offset the costs of providing certain eligible services to Medicaid enrollees. Through an agreement with the Department of Health Care Services (DHCS), the department has participated in a County-based Medi-Cal Administrative Activities (CMAA) agreement since 2013.

The Health and Social Services Department serves as the Lead Governmental Agency (LGA) for the County and is responsible for managing the local program.

Approving the Amendment to Agreement #21-10011 will increase the amount from $1,500,000 to $3,000,000 and the County will to continue to participate in CMAA from July 1, 2021 through June 30, 2024.

Fiscal Impact:

There is no impact to County General Fund, this is a Revenue Agreement.

Action Requested:

1) Approve Agreement; and 2) Authorize the CAO to execute.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: 4260-2110011-A1

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 36 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-10011	A01	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Lassen

2. The term of this Agreement is:

START DATE
July 1, 2021

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement after this Amendment is:
$3,000,000.00 (Three Million Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DGS.

II. Purpose of amendment: This amendment increases the contract amount by $1,500,000.00 to compensate the Contractor for performing additional contract services and implements alternate contract language for clarification purposes, updates existing exhibits, and adds new exhibits.

III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text.

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Lassen

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
700 Bashear Street	Susanville	CA	96130

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

SCO ID: 4260-2110011-A1

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-10011	A01	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Ave., MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM 5.80 B.2.b.		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: 4260-2110011-A1

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All other terms and conditions shall remain the same.

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County of Lassen

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
700 Bashear Street	Susanville	CA	96130

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Ave., MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM 5.80 B.2.b.		

STD 213A Continued

Item #4

IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by $1,500,000 and is amended to read: ~~$1,500,000 (One Million, Five Hundred Thousand Dollars)~~ **$3,000,000 (Three Million Dollars).**

V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibits and add new exhibits:

Exhibit A A1 – Scope of Work (9 pages)

Exhibit B A1 – Budget Detail and Payment Provisions (9 pages)

Exhibit E A1 – Additional Provisions (7 pages)

Exhibit G – HIPAA Business Associate Addendum (10 pages)
(Revised 09/2021)

All references to Exhibit A – Scope of Work in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit A A1 – Scope of Work. Exhibit A – Scope of Work is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit B – Budget Detail and Payment Provisions in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit B A1 – Budget Detail and Payment Provisions. Exhibit B – Budget Detail and Payment Provisions is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit E – Additional Provisions in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit E A1 – Additional Provisions. Exhibit E – Additional Provisions is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit G – HIPAA Business Associate Addendum in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit H – HIPAA Business Associate Addendum. Exhibit G - HIPAA Business Associate Addendum (Revised 09/2021) is hereby replaced in its entirety by the attached revised exhibit.

VI. All other terms and conditions shall remain the same.

Exhibit A A1
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein:

Contractor shall perform County-Based Medi-Cal Administrative Activities (CMAA) on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include, but are not limited to, attending or conducting general, non-medical staff meetings, developing and monitoring program budgets and/or site management, and general non-program supervision of staff. This also includes staff break time and any time spent filling out a Time Survey Form; Medi-Cal Outreach; Referral, Coordination, and Monitoring of Medi-Cal Services; Facilitating Medi-Cal Application; Arranging or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal Covered Service; Contract Administration for Medi-Cal Services; Program Planning and Policy Development for Medi-Cal Services; Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) Coordination and Claims Administration; MAA/TCM Implementation; training, general administration, and paid time off.

2. Service Location

~~The activities shall be performed at applicable facilities within the County of Lassen~~ geographic region.

3. Service Hours

The services shall be provided during Contractor's regular business hours and days.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services
~~Damitra Hawkins, Unit Chief~~
~~County-Based Claiming and Inmate Services Section~~
~~Telephone: (916) 345-7867~~
~~E-Mail: Damitra.Hawkins@dhcs.ca.gov~~

Matthew Jones, Unit Chief
County-Based Claiming and Inmate Services Section
E-Mail: Matthew.Jones@dhcs.ca.gov

County of Lassen
Yvonne Smith
700 Bashear Street
Susanville, Ca 96130
Telephone: (530)251-8255
Fax: (530)251-8070
E-Mail: ysmith@co.lassen.ca.us

Exhibit A A1
Scope of Work

B. Direct all inquiries to:

Department of Health Care Services
County-Based Claiming and Inmate Services Section
~~Attention: Andrew Vlahov~~
~~1501 Capitol Ave., MS 2628~~
~~Sacramento, CA 95899-7436~~
~~Telephone: (916) 345-7690~~
~~E-Mail: Andrew.Vlahov@dhcs.ca.gov~~

Attention: Maryann Hathaway
1501 Capitol Ave., MS 2628
Sacramento, CA 95899-7436
E-Mail: Maryann.Hathaway@dhcs.ca.gov

County of Lassen
Yvonne Smith
Susanville, Ca 96130
Telephone: (530)251-8255
E-Mail: ysmith@co.lassen.ca.us

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

The following CMAA are eligible for Federal Financial Participation (FFP) only when they are identified in a CMAA Claiming Plan approved by the State and the Centers for Medicare and Medicaid Services (CMS):

A. **Medi-Cal Outreach**: This activity may consist of discrete campaigns or ongoing activities directed to groups or individuals with two goals:

1. ~~Bringing potential eligibles into the Medi-Cal system for the purpose of determining Medi-Cal eligibility~~. **Determining Medi-Cal eligibility; and**

2. Bringing Medi-Cal ~~eligibles~~ **beneficiaries** into Medi-Cal services.

Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless, alcoholics, or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

Exhibit A A1
Scope of Work

NOTE: Public health outreach conducted by Local Government Agencies (LGAs) shall not duplicate the requirements of Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service areas.

3. Medi-Cal only eligibility outreach campaigns ~~directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable,~~ **(e.g., service campaigns directed toward specific Medi-Cal services such as Early and Periodic Screening, Diagnosis and Treatment)** are allowable, and the costs do not have to be discounted by the Medi-Cal percentage:

   a. ~~Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that the message is directed only to persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted on specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment.~~
   Such campaigns should clearly indicate that Medi-Cal services are directed only to persons eligible for Medi-Cal.

   b. A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is directed toward specific Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children.

B. **Referral, Coordination, and Monitoring of Medi-Cal Services:** Referral, Coordination, and Monitoring of Medi-Cal Services includes making referrals for, coordinating, and/or monitoring the delivery of Medi-Cal covered services.

C. **Facilitating Medi-Cal Application (Eligibility Intake**): This activity includes explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or re-determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county welfare department; and/or providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself. These costs do not have to be discounted (i.e., reduced) by the Medi-Cal percentage.

D. **Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal covered Service**: This activity includes arranging and/or providing non-emergency, non-medical transportation for a Medi-Cal eligible client who does not have a physical or mental limitation to a Medi-Cal provider for a Medi-

Exhibit A A1
Scope of Work

Cal covered service when medically necessary. It also includes arranging and/or providing non-emergency, non-medical transportation and accompaniment by an attendant, for a Medi-Cal eligible client who has a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. If the Medi-Cal eligible client does not have a physical or mental limitation, the contractor or governmental unit may provide transportation services, but will be unable to accompany the client to the Medi-Cal covered service appointment. However, LGAs may not claim arranging transportation as CMAA when performed by a TCM Case Manager. Instead, the cost of this time will be included in the TCM encounter rate, which is not separately claimable through CMAA (DHCS CMAA Program Operational Plan).

Examples: Providing transportation services to a Medi-Cal eligible individual to a Medi-Cal service provider. Scheduling or arranging transportation to Medi-Cal covered services. Accompanying clients (e.g., elderly, young, disabled) at a Medi-Cal provider medical appointment because the client has physical limitation, pursuant to 42 Code of Federal Regulations (CFR) part 440.170.

E. **Contract Administration for Medi-Cal Services**: This activity involves entering into agreements with community-based organizations or other provider agencies for the provision of Medi-Cal services and/or CMAA, other than TCM. The costs of TCM subcontract administration should be included in the TCM rate.

NOTE: A Contractor has the option of claiming the costs of contract administration for allowable CMAA, such as Outreach, under that activity or the costs may be claimed under Contract Administration. Under no circumstances are the costs of contract administration for allowable CMAA to be claimed under both Contract Administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract Administration.

Contracting for Medi-Cal services and/or CMAA is claimable as an administrative activity when the administration of those agreements meets all of the following criteria:

1. The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.

2. The contract administration involves contractors that provide Medi-Cal services and/or CMAA. The costs of contracting for TCM services with non-LGA providers should be claimed as part of the TCM rate. These costs cannot be separately claimed as CMAA.

3. The contract administration must be directed to one or more of the following goals:

Exhibit A A1
Scope of Work

a. Identifying, recruiting, and contracting with community agencies as Medi-Cal service contract providers;

b. Providing technical assistance to Medi-Cal subcontractors regarding county, state and federal regulations;

c. Monitoring provider agency capacity and availability; and

d. Ensuring compliance with the terms of the agreement.

The contracts being administered must be for Medi-Cal services and CMAA or just CMAA and target Medi-Cal populations only or target the general population if the general population includes a Medi-Cal eligible population.

F. **Program Planning and Policy Development (PP&PD) for Medi-Cal Services**: This activity may be claimed at the enhanced rate (75 percent FFP) if performed by a Skilled Professional Medical Personnel (SPMP), or the non-enhanced rate (50 percent FFP) if performed by a non-SPMP.

1. Allowable: This activity is claimable when performed, either part-time or full-time, by one or more contractor employees and subcontractors whose tasks officially involve PP&PD. Contractor employees performing this activity must have the tasks identified in the employee's position descriptions/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of PP&PD activities must be allocated according to the Medi-Cal percentages being served by the programs.

   This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more contractor employees who spend 100 percent of their paid working time performing this activity. This activity is claimable only if the administrative amounts being claimed for PP&PD persons and activities are not otherwise included in other claimable cost pools; and the amounts being claimed for such persons employed by (and activities taking place in) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs for persons performing this activity less than 100 percent of their time will be based on a time survey.

   In LGAs with countywide managed care arrangements, PP&PD activities are claimable as Medi-Cal administration only for those services that are excluded from the managed care contracts.

   Under the conditions specified above, the following tasks are allowable as CMAA under these circumstances:

Exhibit A A1
Scope of Work

a. Developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps. This includes analyzing Medi-Cal data related to a specific program and/or specific group.

b. Interagency coordination to improve delivery of Medi-Cal services.

c. Developing resource directories of Medi-Cal services/providers.

d. For subcontractors, some PP&PD support services are allowable (e.g., developing resource directories, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for expansion of Medi-Cal services).

2. Not allowable: This activity is not allowable if staff performing this function are employed full-time by service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate. Claiming this activity separately is not allowed.

   This activity is not allowable if staff who deliver services part-time in an LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

G. **MAA/TCM Coordination and Claims Administration:** Contractor employees whose position description/duty statement includes the administration of CMAA and TCM on an LGA service region-wide basis, may claim the costs of these activities on the CMAA detailed invoice as a direct charge.

Costs incurred in the preparation and submission of CMAA claims at any level, including staff time, supplies, and time spent on a computer performing CMAA, may be direct charged. If the CMAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of CMAA coordination and/or claims administration. The percentage certified for the CMAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal claiming. Charges for supervisors, clericals, and support staff may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff.

1. The CMAA/TCM Coordinator and claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the Contractor's administration of TCM services and CMAA at the LGA-wide level:

   a. Drafting, revising, and submitting CMAA Claiming Plans, and TCM performance monitoring plans.

Exhibit A A1
Scope of Work

b. Serving as a liaison and monitoring the performance of claiming programs within the LGA and with the State and federal government on CMAA and TCM.

c. Administering LGA claiming, including overseeing, preparing, compiling, revising, and submitting CMAA and TCM invoices on an LGA-wide basis to the State.

d. Attending training sessions, meetings, and conferences involving CMAA and/or TCM.

e. Training contractor program and subcontractor staff on State, federal, and local requirements for CMAA and/or TCM claiming.

f. Ensuring that CMAA and/or TCM invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers. This includes ensuring that services are not duplicated when a Medi-Cal beneficiary receives TCM services from more than one case manager.

NOTE: The costs of the CMAA/TCM Coordinator's time and claims administration staff time must not be included in the CMAA claiming or in the TCM rate since the costs associated with the time are to be direct charged. Charges for supervisors, clericals, and support staff for these employees may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff. The costs of TCM claiming activity at the TCM provider level are to be included in the TCM rate.

H. **MAA/TCM Implementation Training**: Training activities shall be time studied in accordance with the purpose of the training. Training activities include time spent providing or attending training related to the performance of CMAA or TCM. Training activities also include reasonable time spent on related paperwork, clerical activities, staff travel time necessary to perform these activities, including initiating and responding to email and voicemail. Training unrelated to CMAA is not allowable.

I. **General Administration**: This includes activities that are eligible for cost distribution on a 2 CFR Part 200 et seq. approved cost allocation basis. These costs are to be distributed proportionately while performing the following activities:

1. Attend or conduct general, non-medical staff meetings;

2. Develop and monitor program budgets;

Exhibit A A1
Scope of Work

3. Provide instructional leadership, site management, staff supervision, or reviews of employee performance;

4. Review departmental or unit procedures and rules;

5. Present or participate in, in-service orientations, and programs;

6. Participate in health promotion activities for employees of the Contractor; and

7. The 15 minutes that a time survey participant spent filling out the Time Survey Form at the end of the work day.

J. **Paid Time Off:** This activity is to be used by all staff involved in CMAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. This does not include lunch or meal breaks, off payroll time, or Compensatory Time Off, which shall be allocated as prescribed by the State.

6. Americans with Disabilities Act

~~Contractor agrees to ensure that deliverables are developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act, requiring accessibility of electronic and information technology.~~

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

Exhibit A A1
Scope of Work

A. **The County of Lassen assures the state that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.**

B. **The County of Lassen will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.**

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For administrative activities satisfactorily rendered and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the conditions specified herein.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

U.S. Mail ~~Regular Mail~~	**Overnight Mail**
CMAA Analyst Department of Health Care Services Local Governmental Financing Division County-Based Claiming and Inmate Services Section MS 2628 PO Box 997436 Sacramento, CA 95899-7436	CMAA Analyst Department of Health Care Services Local Governmental Financing Division County-Based Claiming and Inmate Services Section MS 2628 1501 Capitol Avenue Sacramento, CA 95814

C. Invoices shall:

1. Be prepared on the County-Based Medi-Cal Administrative Activities (CMAA) Invoice incorporated by reference in Exhibit E, Provision 1.

2. Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the activities performed under this agreement on the CMAA Invoice Summary page.

3. Bear the Contractor's name as shown on the agreement on the CMAA Invoice.

4. Identify the billing and/or performance period covered by the invoice on the CMAA Invoice.

5. Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement on the CMAA Invoice. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHCS.

Exhibit B
Budget Detail and Payment Provisions

6. Provide the State with complete invoice and expenditure information to include in the CMS 64 no later than 15 months after the end of the quarter for which the claim was submitted. This information shall be provided on the standardized CMAA Invoice.

7. Identify on the CMAA Invoice, the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate CMAA Invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming CMAA costs pursuant to this agreement, except for contracted employees under the direct control of the Contractor. Contracted employees' costs shall be aggregated and reported in accordance with the CMAA Invoice instructions. The CMAA Invoice(s) for each of the programs claimed shall correspond to the name of the claiming programs identified in the Contractors CMAA Claiming Plan. The Invoice instructions are found in the DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan incorporated by reference in Exhibit E, Provision1.

D. Rates Payable

1. The invoices may include the cost of expenses of staff, the operating expenses, and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.

2. The maximum rate of Federal reimbursement for compensation (salary and benefits), of activities qualifying under Federal regulations applying to Skilled Professional Medical Personnel (SPMP) of a public agency and their direct supporting staff shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their direct supporting staff, shall be 50 percent. The maximal rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their direct supporting staff shall be 50 percent.

3. A SPMP is defined as an employee of the Contractor who has completed a 2-year or longer program leading to an academic degree or certification in a medically-related profession *and* who performs duties and responsibilities requiring professional medical knowledge and skills. Direct supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, and who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.

4. The rate of federal reimbursement is 50 percent FFP for all costs of non- SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Provision 5, Services to be Performed, of Exhibit A, Scope of Work.

Exhibit B
Budget Detail and Payment Provisions

5. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.

E. **The Contractor shall** certify the certified public expenditures (CPEs) from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for CMAA performed pursuant to Welfare and Institutions (W&I) Code section 14132.47. The State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of FFP. Expenditures certified for CMAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care. DHCS shall provide a certification statement to be included with each CMAA Invoice Summary Page submitted to the State for payment for the performance of CMAA.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to further provide services under the CMAA program.

B. If funding for any state fiscal year (SFY) is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

$~~500,000~~ **1,000,000** for the budgetary period of 07/01/2021 through 06/30/2022,
$~~500,000~~ **1,000,000** for the budgetary period of 07/01/2022 through 06/30/2023,
$~~500,000~~ **1,000,000** for the budgetary period of 07/01/2023 through 06/30/2024.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the SFY in which services are performed and/or goods are received.

Exhibit B
Budget Detail and Payment Provisions

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than 30 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.

B. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit F)"** acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

6. Participation in Medi-Cal Administrative Claiming Process

A. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated in the Medi-Cal Administrative Claiming process, the Contractor shall pay an annual participation fee through a mechanism agreed to by the State and Contractors, or, if no agreement is reached by August 1 of each year, directly to the State.

B. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The State shall determine and report staffing requirements upon which projected costs will be based.

C. The amount of the participation fee shall be based upon the anticipated state salaries, benefits, operating expenses, and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

7. Non-Federal Matching Funds for CMAA

The Contractor will expend 100 percent of the non-federal share of the cost of performing CMAA. By signing this agreement, the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

Exhibit B
Budget Detail and Payment Provisions

8. Claiming Overhead Costs

A. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, the Contractor must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the allocation plan. A LGA's plan is submitted to the California State Controller's Office, which has delegated authority from the Federal Government to approve the plan.

B. Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with 2 Code of Federal Regulations (C.F.R) part 200 et seq.

C. Internal and external administrative cost allocation plans shall comply with provisions of 2 C.F.R part 200 et seq., entitled "Cost Principles for State, Local, and Indian Tribal Governments "and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."

D. The Contractor must assure that costs claimed as direct costs are not duplicate costs claimed through the application of the indirect cost rate.

9. Offset of Revenues, Non-Duplication of FFP, and Federal Audit Disallowance

A. To the extent that other funding sources have paid or would pay for the costs at issue, FFP is not available and the costs must be removed from the total costs (2 C.F.R. part 200 et seq.). The revenue offset categories which must be applied in developing the net costs include, but are not limited to:

1. All unallowable federal funds, including not only federal grants but also federal payments for services under Medicare fee-for-service or encounter rates.

2. All state expenditures which have been previously matched by the Federal Government (*includes Medicaid funds for medical assistance, such as the payment rate for services under fee-for-service or encounter rates).* Claims submitted will not be duplicative of Medicaid claims for costs that are part of the all-inclusive rate for direct patient care.

3. Private insurance and other fees collected from non-governmental sources.

Exhibit B
Budget Detail and Payment Provisions

4. All applicable credits must be offset against claims for Medicaid funds. Applicable credits refer to those receipts or reduction of expenditure type transactions that offset or reduce expense items allocable to federal awards as direct or indirect costs.

5. A program may not claim any federal match for administrative activities if its total cost has already been paid by the revenue sources above. A government program may not be reimbursed in excess of its actual costs.

B. Pursuant to W&I Code section 14132.47(g), DHCS shall be held harmless, in accordance with this section, from any federal audit disallowance and interest resulting from payments made to the Contractor for services under this contract, for a disallowed claim.

C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities, the DHCS shall recoup from the Contractor that submitted the disallowed claim, through offsets or by a direct billing, amounts equal to the amount of the disallowance and interest, in that fiscal year, for the disallowed claim. All subsequent claims submitted to DHCS applicable to any previously disallowed administrative activity or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

D. Notwithstanding the above paragraph, to the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities performed by an entity under contract with, and on behalf of, the Contractor, DHCS shall be held harmless by the Contractor for 100 percent of the amount of the federal audit disallowance and interest, for the disallowed claim.

10. Requirements for FFP

A. The reimbursement LGAs receive for their Medi-Cal program expenditures is known as FFP. 42 Code of Federal Regulations part 433.51 provides that the amount expended for providing medical assistance must be "... certified by the contribution public agency as representing expenditures eligible for FFP." Section 1903(a) of Title XIX of the Social Security Act also provides language indicating states may receive an enhancement to the FFP. Section 1903(a) (2)(A) of the Social Security Act specifically indicates federal matching at 75 percent is attributable to the compensation and/or training of SPMP, and staff direct supporting such personnel of the State agency of any other public agency.

Exhibit B
Budget Detail and Payment Provisions

For example, when the amounts expended for providing medical assistance "are attributable to the compensation or training of SPMP, and staff directly supporting such personnel", the FFP rate shall be 75 percent.Therefore, the FFP rate for a LGA claim with eligible and certified Medi-Cal expenditures performed by a SPMP, or staff directly supporting a SPMP, in the amount of $100 would be $75 ($100 x .75 =$75).

B. In order to meet the CPE requirements and receive FFP, LGAs must obtain and maintain supporting documentation verifying: a) 100 percent of available revenue is specifically related to performing the administrative activities and services of the Medi-Cal program; b) 100 percent of the expenditures eligible for reimbursement are specifically related to performing the administrative activities and services of the Medi-Cal program; c) the expenditures eligible for reimbursement are restricted to the actual costs incurred; d) the funds expended to account for the actual cost are from revenue sources allowable under all applicable state and federal laws and regulations; e) the administrative activity and service expenditures of the Medi-Cal program are incurred prior to requesting FFP reimbursement. The contributing public agency must certify to their allowable expenditures for the actual costs of providing services and/or activities. Community-Based Organizations (CBOs) may not utilize their private funds or certify costs. CBOs may only utilize allowable CPE contributed by a Public Agency for the actual costs related to Medi-Cal eligible services and/or activities. If a LGA has a question regarding eligible CPE or actual cost at the claiming unit or CBO level, it should contact DHCS.

C. Per 42 C.F.R. part 432.2 et seq., and part 433.1 et seq., SPMP, and direct supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Contractor. SPMPs do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.

D. The 75 percent (enhanced) federal matching rate is only available for a Contractor that is contractually linked to DHCS to perform Medi-Cal Administrative Activities. The enhanced federal matching rate can be claimed for salaries, benefits, travel and training of SPMP and their direct supporting clerical staff who are in an employee-employer relationship with the Contractor and are involved in activities necessary for the proper and efficient administration of the Medi-Cal Program.

E. 50 percent (non-enhanced) federal matching rate can be claimed for any of the Contractor's staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program.

Exhibit B
Budget Detail and Payment Provisions

This includes claiming for SPMP and direct supporting clerical staff performing related activities that are non-enhanced.

Additionally, the ability to claim SPMP under the MAA program is activity driven, not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system and managed care system.

F. Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional medical knowledge and skills, as evidenced by position descriptions, job announcements, or job classifications.

11. Expense Allowability/Fiscal Documentation

A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

C. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

D. The LGA is to establish policies and procedures to identify the Federal Award amounts passed through to sub-recipients and furnish those amounts to DHCS.

12. Federal Audit Disallowances

A. In addition to the indemnification required by Exhibit C, Provision 5, and notwithstanding any other provision of this agreement, the State shall be held harmless, in accordance with Provision 2, Budget Contingency Clause, paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code section 14132.47, and this agreement, less the amounts already remitted to the State.

Exhibit B
Budget Detail and Payment Provisions

B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for CMAA, the State shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that SFY, less any amount already remitted to the State for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed CMAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for CMAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State shall be held harmless by that particular Contractor for 100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.

13. Dun and Bradstreet Universal Numbering System(DUNS)

Notwithstanding Exhibit E. 7. A. 8. definition for vendor, CMAA providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (2 C.F.R. section 200 et seq., and specifically, 2 C.F.R. section 200.330). Consequently, as contractors, a DUNS number is not required.

Exhibit E A1
Additional Provisions

1. Additional Incorporated Exhibits

1. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. Contractors are required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Contractor with copies of said documents at or before the agreement is presented to the Contractor for review, acceptance, and signature and will require acknowledgment of receipt. Periodic updates to the below listed documents will be presented to the Contractor under separate cover and acknowledgment of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates.

    1) Policy & Procedure Letters (PPL)*
    2) DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan *
    3) CMAA Invoice Documents*
    4) CMAA Training Materials*

    *View at www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx

2. Priority of Provisions

In the event of a conflict between the provisions of Exhibit A and any other exhibit of this contract, the CMAA Claiming Plan and federal and state law and policy, the CMAA provisions of Exhibit A shall prevail.

3. Amendment Process

Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process, unless otherwise stipulated within this agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

Exhibit E A1
Additional Provisions

4. Cancellation/Termination

1. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

2. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

3. The Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

5. Contractor Responsibilities

1. The Contractor shall comply with 42 United States Code (USC), part 1396 et seq., 42 Code of Federal Regulations (CFR) part 400 et seq., and 45 CFR part 95, California Welfare and Institutions Code, Division 9, part 3, Chapter 7 (commencing with part 14000) and Chapter 8 (commencing with part 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with part 50000), all as periodically amended; State issued policy directives; 2 CFR part 200 et. Seq., as periodically amended.

2. If the Contractor enters into contracts with other organizations to perform CMAA in support of the Contractor claiming administrative reimbursement, the Contractor shall have any contract to perform administrative activities under the auspices of the Medi-Cal Program available for State and/or Federal review.

3. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified CMAA invoice by a Contractor shall constitute a breach of contract. Submission of a CMAA invoice for which there is no supporting documentation by a Contractor may constitute a breach of contract.

4. The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

Exhibit E A1
Additional Provisions

5. Exclusion after conviction shall result regardless of any subsequent order under Part 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.

6. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

7. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a breach of contract.

8. LGA budget units that elect to participate in the CMAA and/or TCM programs are required to conduct time surveys to account for staff time spent performing Medi-Cal and non-Medi-Cal eligible services and activities. The time survey results are used in the determination of allowable Medi-Cal costs. The activities of staff providing Medi-Cal administration must be documented in accordance with the provisions of 42 CFR parts 432.50, 433.32, and 433.34, and 45 CFR parts 74 and 95, and 2 CFR part 200 et. Seq.

I. All non-Medi-Cal related activities and direct patient care services shall be time surveyed to Other Programs/Activities" or "Direct Patient Care" on the Time Survey form, as appropriate.

J. The Contractor shall comply with enabling legislation, regulations, administrative claiming process directives, and the PPLs of DHCS Local Governmental Financing Division incorporated by reference in Exhibit E, Provision 1, which define program specific allowable CMAA.

K. The Contractor shall provide to the State, comprehensive Medi-Cal Administrative Claiming Plan, in the format specified by the State. The claiming plan must be approved by the State and this agreement must be signed by both parties prior to the submission of CMAA invoices.

Exhibit E A1
Additional Provisions

L. The Contractor shall not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age, or sex.

M. The Contractor shall ensure all applicable State and Federal requirements, as identified in Exhibit E, Provision 4, are met in performing CMAA under this agreement. It is understood and agreed that failure by the Contractor to ensure all applicable State and Federal requirements not met in performing CMAA under this agreement shall be sufficient cause for the State to deny or recoup payments to the Contractor and/or to terminate this agreement.

N. Abide by the Business Associate Agreement (BAA) (Exhibit G), as incorporated herein and made part of this agreement by reference. Data released to LGAs is to be used solely for the purpose of verifying Medi-Cal eligibility of the beneficiaries. The data elements used are listed in attachment A".

O. The Contractor shall submit a letter of intent to participate in the CMAA Program six months prior to the termination of this agreement for the purpose of extending the term of the agreement or initiating a new agreement, whichever is preferred by DHCS.

P. When an amendment of the contract is necessary because the original projected expenditures shortfall the actual expenditures, a request must be submitted to DHCS at least 6 months prior to the end of the state fiscal year (SFY) for which additional funding is necessary. If this request is not received timely, the contract will not be amended to address the insufficient funding and subsequent affected invoices will not be paid.

6. State Responsibilities

1. Review, approve, as appropriate, and process Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Reimbursement shall be made subsequent to the quarter for which a claim for CMAA is made. Any claim that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.

2. Provide the Contractor with a standardized format for the CMAA Invoice and CMAA Claiming Plan which will be disseminated through policy directives issued by the State.

3. Review CMAA Claiming Plan and amendment(s) to the CMAA Claiming Plan.

Exhibit E A1
Additional Provisions

Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval. Any amendment to the CMAA Claiming Plan shall not require a formal amendment to the agreement but may instead be effective via written approval of the amended CMAA Claiming Plan signed by DHCS.

4. Provide program monitoring and oversight including conducting site reviews at least once every four years for compliance with state and federal requirements and regulations. DHCS will retain ultimate responsibility for program oversight and policy interpretation.

5. Submit approved CMAA Claiming Plans and amendments to the Centers for Medicare and Medicaid Services (CMS) for review and approval if required.

6. Make available to Contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures. Training material is to be developed by and/or approved by DHCS.

7. Joint Responsibilities

The State and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this agreement. Applicable laws include, but are not limited to, 42 USC. part 1396a(a)7, 42 CFR part 431.300, 45 CFR parts 160, 162, and 164, Welfare and Institutions Code, section 14100.2, and 22 CCR, section 51009.

8. Audit

1. This provision supersedes Provision #4, entitled "Audit" in General Terms & Conditions (GTC 610). View Exhibit C at the following Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

2. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and employees of the California Department of Justice, and the United States CMS, shall have the right to review, access, examine, monitor, audit, and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow interviews of any employees, or staff of any subcontractor, who might reasonably have information related to such records by either state and/or federal authorities. Contractor agrees to retain all necessary records for a minimum period of three (3) years after the end of the quarter in which the Contractor receives reimbursement for the expenditures incurred. If an audit is in progress, all records

Exhibit E A1
Additional Provisions

relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances, whichever is later, and if litigation has been initiated, all necessary records shall be retained until the final resolution of the litigation. The records shall fully disclose the type and extent of administrative activities performed by the appropriate staff. The Contractor shall furnish such documentation and any other information regarding the performance of and payment for CMAA, upon request, to the state or federal government.

9. Definitions

The following definitions are applicable to this Contract.

1. "CFDA number" means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).

2. "Federal award" means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts used to buy goods or services from vendors.

3. "Federal awarding agency" means the federal agency that provides an award directly to the recipient.

4. "Federal program" means all federal awards to a non-federal entity assigned a single number in the CDFA.

5. "Pass-through entity" means a non-federal entity that provides a federal award to a subrecipient to carry out a federal program.

6. "Recipient" means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.

7. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

8. "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program.

Exhibit E A1
Additional Provisions

These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided on OMB Circular A-133.

B. The definitions in Provision 7, Item A, shall be included in all of Contractor's contracts with subrecipients and vendors.

C. Additional definitions applicable to this Contract:

A. "Direct charge" means to report CMAA costs for staff that perform Medi-Cal eligible activities either 100 percent of the time or in distinct and documented blocks of time.

B. "Medi-Cal percentage" means for some CMAA, LGAs claim allowable costs based on how many members of a group of people are Medi-Cal beneficiaries; this number is the Medi-Cal percentage. Costs are discounted (i.e. reduced) by the Medi-Cal percentage when the activity is directed toward a group of people that is only partly composed of Medi-Cal eligible persons. The Medi-Cal percentage is the fraction of a total population (target population) that consists of Medi-Cal beneficiaries. The numerator is the number of clients served by the claiming unit that are Medi-Cal beneficiaries, and the denominator is the total number of clients served by the claiming unit. Discount methods approved by DHCS and CMS for calculating the Medi-Cal percentage discount may be utilized.

Exhibit G
Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

   4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

   4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**

   Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of

Exhibit G
Business Associate Addendum

DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 Specific Use and Disclosure Provisions

Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound

by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure

9.1.1 Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at; updates will be available online through the Computer Security Resource Center website.

9.2.3 Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 140-2. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent

Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI

Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations

To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival

At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data

If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS

18.1.1 Business Associate shall notify DHCS immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

18.1.2 Business Associate shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information in Section 18.6.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at the DHCS Data Privacy webpage.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation

Business Associate shall immediately investigate such security incident or breach.

18.3 Complete Report

To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws.

Exhibit G
Business Associate Addendum

The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals

If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS

If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 DHCS Contact Information

To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

Exhibit G
Business Associate Addendum

18.6.1 DHCS Program Contract Manager

See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.

18.6.2 DHCS Privacy Office

Privacy Office
c/o: Office of HIPAA Compliance
Department of Health Care Services
P.O. Box 997413, MS 4722
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

Telephone: (916) 445-4646

18.6.3 DHCS Information Security Office

Information Security Office
DHCS Information Security Office
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS

DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

Exhibit G
Business Associate Addendum

21. Termination

21.1 Termination for Cause

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings

DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer

DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being

commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Lassen	94-6000517

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
Lassen	CA

Date Executed